

EXHIBIT E

Terms and Conditions

Last updated on February 1, 2020

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Clubs, Site and Membership Terms of Use

I. Introduction

These Terms of Use ("Terms") govern your access to and use of the SamsClub.com site and Sam's Club Mobile Application (collectively, "Site") and Sam's Club Stores ("Clubs"). These Terms apply to both Sam's Club Members and non-Members. Your use of the Site constitutes your agreement to follow and be bound by these Terms. By using the Site, you affirm that you are of legal age to enter into these Terms, or, if you are not, that you have obtained parental or guardian consent to enter into these Terms. If you violate or do not agree to these Terms, then your access to and use of the Site is unauthorized.

For Sam's Club Members, these Terms also govern your Membership with Sam's Club as further set forth in the Membership section below ("Membership Terms"). By entering and maintaining your Sam's Club Membership, you agree to be bound by these Terms, including the Membership Terms and the terms and conditions related to related Sam's Club policies and programs cross-referenced in the [Additional Terms](#) section below.

IMPORTANT: THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT YOU AND SAM'S CLUB ARE EACH GIVING UP RIGHTS TO SUE EACH OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND.

We may update these Terms from time to time by notifying you of such changes by any reasonable means, including by posting revised Terms through the Site. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms incorporating such changes or otherwise notified you of such changes. By continuing to use or access the Site after we post any changes, you accept the updated Terms.

The "Last Updated" legend above indicates when these Terms were last revised.

II. Intellectual Property; Use of Site

The Site and all materials, including images, illustrations, designs, icons, photographs, video clips, software and written and other materials that are part of this site (collectively, the "Contents") may be subject to copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by Sam's Club, one of its affiliates, or by third parties who have licensed their materials to SamsClub.com and may be protected by U.S. and international copyright laws. Subject to your compliance with these Terms, and solely for so long as you are permitted by Sam's Club, you may access, view, download, and print the Contents for your personal, non-commercial use only; provided, however, that you (1) retain all copyright, trademark, or other proprietary designations contained on all Contents; (2) do not modify or alter the Contents in any way except as expressly permitted; and (3) do not provide or make available the Contents to any third party in a commercial manner.

The compilation (meaning the collection, arrangement, and assembly) of all content on this site is the exclusive property of Sam's Club and is also protected by U.S. and international copyright laws. If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, please follow the procedure outlined below in Section III-DMCA Notice; Procedure for Making and Responding to Claims of Copyright Infringement.

The content and software on this Site may be used only as a shopping resource. You may download or copy the Contents and other downloadable materials displayed on the site for your personal, non-commercial use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the site or any related software.

III. DMCA Notice; Procedure for Making and Responding to Claims of Copyright Infringement

We respect the intellectual property of others. If you believe that your work has been copied and is accessible on the site in a way that constitutes copyright infringement please see our DMCA Procedure (available at http://help.walmart.com/app/answers/detail/a_id/254) for instructions on how to contact us to report possible copyright infringement.

IV. User Account, Comments, and Ideas

You certify that any content you provide on or through the Site and Sam's Club Communities is accurate and that the information you provide on or through the Site is complete. You are solely responsible for maintaining the confidentiality and security of your SamsClub.com account including username and password. Sam's Club is not responsible for any losses arising out of the unauthorized use of your account. You agree that Sam's Club does not have any responsibility if you lose or share access to your device or your account. Any agreement between you and the issuer of your credit card, debit card, or other form of payment will continue to govern your use of such payment method on the Site. You agree that Sam's Club is not a party to any such agreement, nor is it responsible for the content, accuracy, or unavailability of any method used for payment. Your account may be restricted or terminated for any reason, at our sole discretion.

Except as otherwise provided by law, at any time without notice to you, we may (1) change, restrict access to, suspend, or discontinue the Site or any portion of the Site; or (2) change, modify, or waive any fees required to use any services, functionality or other content available through the Site or any portion of the Site.

Sam's Club does not claim ownership of any comments or reviews submitted or offered by you on or through this Site ("Comment(s)") or ideas, concepts, feedback, or know-how ("Ideas"). By making any Comment, you agree that such Comment is non-confidential, non-proprietary, and may be disseminated or used by Sam's Club. If you make a Comment, you automatically grant—or warrant that the owner of such content has expressly granted--Sam's Club a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display (publicly or otherwise) the Comments and Ideas in any media or medium, or any form, format, or forum now known or hereafter developed.

Sam's Club's policy is to not accept or review unsolicited Ideas. Notwithstanding this policy, any Ideas that are submitted or offered through the Site shall be and remain the exclusive property of Sam's Club and shall be treated as non-confidential information. Sam's Club will be entitled to use and disclose any Ideas you submit for any purpose whatsoever, without restriction and without compensating you or any other party in any way.

Sam's Club may sublicense its rights in Comments and Ideas through multiple tiers of sublicenses. Sam's Club is, and will be, under no obligation (1) to maintain any Comment or Idea in confidence; (2) to pay any compensation for any Comment or Idea; or (3) to respond to any Comment or Idea. You grant to Sam's Club the right to use any name associated with any Comment or Idea that you make available to Sam's Club, although Sam's Club has no obligation to exercise such right, or to otherwise provide any attribution for any Comment or Idea.

You agree that you will not make any Comment that is, in whole or in part, libelous; scandalous; inflammatory; discriminatory; defamatory; false; threatening; vulgar; obscene; pornographic; profane; abusive; harassing; invasive of another's privacy; hateful or bashing; aimed at gender, race, color, sexual orientation, national origin, religious views, or disability; in violation of local, state, national, or international law; or that infringes on, or violates, any right of any party. Additionally, you agree that you will not: (a) make any Comment that is an advertisement or solicitation of business; (b) disrupt the normal flow of dialogue or make a Comment unrelated to the topic being discussed (unless it is clear the discussion is free-form); (c) post a chain letter or pyramid scheme; (d) impersonate another person; (e) distribute viruses or other harmful computer code; (f) harvest or otherwise collects information about others, including email addresses, without their consent; (g) post the same note more than once or engage in "spamming"; (h) engage in any other conduct that restricts or inhibits any other person from using or enjoying the site, or which, in the sole and exclusive judgment of Sam's Club, exposes Sam's Club or any of its licensors, partners, or customers to any liability or detriment of any type; or (i) violates any policy posted on the Site or intended to cause harm, damage, disable or otherwise interfere with Sam's Club or Sam's Club partners.

You are solely responsible for any Comments you make, the consequences of making a Comment, and your reliance on any Comments. Sam's Club is not responsible for the consequences of any Comment. Sam's Club is not responsible for screening or monitoring Comments.

Sam's Club reserves the right (but is not obligated) to: (a) record any Comment you make on the site; (b) investigate an allegation that a Comment does not comply with these Terms; (c) determine in its sole discretion to remove or request the removal of Comments which are abusive, illegal, disruptive, or outdated, or that otherwise fail to comply with these Terms; (d) terminate a user's access to any or all parts of the site upon any breach of these Terms or the law; and (e) monitor, edit, or disclose any Comment, regardless of whether such Comment violates these Terms. Sam's Club will have no liability or responsibility to users for performance or nonperformance of such activities.

V. Merchandise on Site and in Clubs

A. No Representations as to Merchandise

- The Site may make available listings, descriptions, and images of goods and services ("Products"). Such Products may be made available by us or by third parties. We make no representations as to the completeness, accuracy, reliability, validity, or timeliness of such listings, descriptions, or images (including any features, specifications, and prices contained on the Sites). Such information and the availability of any Product are subject to change at any time without notice.
- We try to display colors of Products as accurately as possible on the Site. However, as the actual colors you see will depend on your monitor and various other factors, we cannot guarantee that the actual display of any color will be accurate.

B. Product Availability and Pricing

- Prices and availability for Products are subject to change without notice.
- Sam's Club strives to provide accurate product and pricing information. However, pricing, pictorial or typographical errors may occur, and product descriptions and pricing information are never guaranteed. In the event that an item is listed at an incorrect price or with incorrect information due to an error in pricing or other product information, Sam's Club shall have the right, at its sole discretion, to either refuse or cancel any orders placed for that item, or contact you for notification and instructions on such cancellation, even after your receipt of order confirmation or shipping notice from Sam's Club. Without limitation to the terms above, Sam's Club does not represent that any Product listing on this website is accurate and expressly disclaims any liability relating to accuracy.
- Unless otherwise noted, prices for Products on the Site do not include shipping costs or applicable taxes.
- Sam's Club reserves the right to limit quantities to normal retail purchases or one-per-Member or household, and to exclude resellers.

- We strive to provide you with the lowest costs possible on the site as well as in our warehouses. In our effort to provide you with the lowest costs in your particular geographic region, warehouse prices will sometimes differ from online prices.

VI. Sam's Club Membership Terms and Purchases

This section includes terms specific to Sam's Club Members ("Members") and does not apply to non-Members.

A. General Membership Policies

- Members must be 18 years of age or older and have a valid form of government-issued identification or other Sam's approved identification.
- Sam's Club reserves the right to accept, refuse, or revoke Membership with or without cause at any time at its sole discretion.
- Annual Membership fee covers a 12-month period.
- Limit one Plus Membership per household or business and one membership refund per year.
- Members are welcome to bring their children or guardians and up to two guests per visit to any Sam's Club location. A Member must accompany their children or guardians and their guests at all times. Members are responsible for any damage or other liability caused by themselves, their children or guardians, and their guests.
- Sam's Club reserves the right to inspect any container, backpack, briefcase or other bag of any person upon entering or leaving any Sam's Club location and to refuse entry to anyone at our discretion.
- Receipts: To ensure that you are charged correctly for the merchandise you have selected, Sam's Club may inspect or electronically scan your merchandise and electronic/phone or paper copy receipt(s) when you exit any Sam's Club location.

B. Membership Period, Cards and Fees

- Report a lost or stolen card immediately at any Sam's Club Member Services Desk or by calling 888-746-7726.
- The annual membership fee covers a 12-month period beginning on the date of enrollment. The annual membership fee is subject to change upon notice to the Member and the terms of the Autorenew program set forth in Section D.
- The Primary Member is solely responsible for Membership, including the annual membership fee and account maintenance.
- All Primary Members may add one Complimentary Household Cardholder. The Complimentary Household Cardholder may be the Primary Member's spouse, domestic partner, or person living

in the same household who is 18 years of age or older. Other individuals are not eligible to be Complimentary Household Cardholders.

- Membership cards are non-transferable and are valid at all Sam's Club locations nationwide and to make purchases on the Site.
- Sam's Club reserves the right to require Members to take a photo in order to verify the Member's identity notwithstanding whether photo is on the Membership Card.
- A Membership includes a Complimentary Card in addition to the Primary Member card.
- Sam's Club Members may obtain up to eight (8) Add-on Memberships for an additional fee. Visit a Sam's Club store or call 888-746-7726 to learn about the terms and costs of Add-on Memberships.
- Sam's Plus Members may obtain up to sixteen (16) additional Add-on Memberships for an additional fee.
- Sam's Plus Members are eligible for Free Shipping subject to the terms available [here](#).
- Add-on Memberships include a card for the Primary Add-on Member and an Add-on Complimentary Household Cardholder.
- The Membership period for an Add-on Member will coincide with the Primary Member's membership period. The Membership fee for an Add-On Member added after the Primary Member may be pro-rated.

C. Membership Renewal and Cancellation

1. Autorenew Program

- Members not enrolled in the Autorenew Program may enroll in the Autorenew Program at any time under then-current Terms.
- If the Primary Member is enrolled in the Autorenew Program, they will be automatically billed for Membership. Sam's Club will charge the Membership fee, plus the fee for any existing Add-On Memberships and any applicable taxes, to the card on file approximately one day before the end of the Membership term. By enrolling in the Autorenew Program, the Primary Member authorizes Sam's Club to charge the scheduled payments (or any adjustment thereof) to the card on file, and represents that the Member is the owner or authorized user of the account(s).
- Sam's Club will send information about the Autorenew Program and Membership renewal by email and/or mail. A valid email address is required for enrollment in the Autorenew Program when Members enroll online. Members may update payment and other account information online or by calling 1-888-746-7726. By enrolling in the Autorenew Program, a Member agrees to receive communication about Membership renewals only by email and to receive marketing and promotional email from Sam's Club.
- A Member's authorization under the Autorenew Program allows Sam's Club to adjust the scheduled charge to reflect any changes to the Membership fee, Add-On Membership fee (if

applicable), or taxes. Sam's Club will notify the Member by email, at least 10 days prior to making any charge, if there is a change to the fee. Although payment will usually be processed on the scheduled date, the Member should allow several days for processing.

- ALL AUTHORIZATIONS UNDER THE AUTORENEW PROGRAM REMAIN IN EFFECT UNTIL THE AUTOMATIC RENEWAL OPTION IS CANCELLED. Members may cancel enrollment in the Autorenew Program at any time online through the Site, in Clubs, or by calling 1-888-746-7726. Cancellation of enrollment in the Autorenew Program is distinct from cancellation of your Sam's Club Membership. A Member can keep his/her Membership active after unenrolling in the Autorenew Program by paying the renewal fee in Clubs, online or by calling 1-888-746-7726.
- Continued participation in the Autorenew Program after any changes to these Terms or changes to the Membership fee constitutes acceptance of the changes.
- 2. Automatic Billing for Members with Sam's Club Credit
 - Primary Members with a Sam's Club Credit Account will be automatically billed for Membership renewal unless otherwise specified. You will not receive a new card each year. See [Sam's Club Credit Terms](#) for additional information.
- 3. Members Not Enrolled in Autorenew Program
 - Primary Members will receive a renewal notice and invoice by their specified preferred method of contact unless enrolled in the Autorenew Program.
 - Only the Primary Member may authorize renewal or cardholder changes (including Add-On Memberships for Members who operate a business).
 - Members may renew their Membership online, by mail, in Clubs, or by calling 888-746-7726.
 - A renewal initiated within sixty (60) days after your expiration date will extend your Membership for twelve (12) months from the expiration date. If your Membership has been expired for more than sixty (60) days, Sam's Club has discretion to extend your Membership for twelve (12) months from the date you initiated the renewal.
- 4. Cancelling your Membership
 - Members may cancel their Membership and/or enrollment in the Autorenew Program at any time online through their account, in Clubs, or by calling 1-888-746-7726.

D. Payment In Clubs and Online

- For in-store purchases, Sam's Club accepts checks as set forth below, cash, Sam's Club Credit, Wal-Mart® Credit, American Express®, MasterCard®, Visa®, Discover®, EBT (electronic benefits transfer), debit cards, prepaid credit cards, and Walmart and Sam's Club Gift/e-Gift Cards.
- For online purchases, Sam's Club accepts Sam's Club Credit, American Express®, MasterCard®, Visa®, Discover®, debit cards, prepaid credit cards, Sam's Club Credit Direct Accounts (if

registered the account is registered online), digital wallet service -Visa Checkout, and Walmart and Sam's Club Gift/e-Gift Cards.

- Some Sam's Club fuel station payment options may vary by location and some may not accept cash.
- Checks will be accepted if they are preprinted from a Member's checking account or Member's business checking account with the Member's name and/or Member's Business Name, address and phone number as they appear on the Member account, and provided the amount is written in the exact amount of the purchase.
- Government issued photo identification or other photo identification chosen by Sam's Club (such as a driver's license or passport) may be required.

E. Use of Resale Permit or Transaction of Privilege Tax License (Tax-Exempt) for In-Store Purchases

- Members who own or operate a business must declare to the cashier any merchandise that is being purchased for resale or that is otherwise tax-exempt.
- A tax-exempt organization may purchase tax-free. All items purchased must be used exclusively by the tax-exempt organization for tax-exempt purposes only.
- To obtain tax-exempt purchasing privileges, Members must present a valid state tax-exempt number or Sales and Use tax license (or photo copy) with a Membership application and renew it once every three years at Sam's Club.
- If the Member buys any property for resale and uses that property for any purpose other than retention, demonstration or display while holding it for sale, the law requires the Member to report and pay tax, measured by the purchase price or other authorized amount.
- Members will hold Sam's Club harmless from and will indemnify Sam's Club against any claim, loss or expense occurring from any failure to comply with resale permits or tax-exempt requirements, and Membership will be subject to immediate forfeiture.

F. Use of Resale Permit or Transaction of Privilege Tax License (Tax-Exempt) for Online Purchases

- To obtain tax-exempt purchasing privileges for online purchases, Members must register as Tax Exempt and be approved for Tax Exempt Status.

VII. Privacy

You acknowledge that any personal information that you provide through the Site, online or in Clubs will be used by Sam's Club in accordance with Sam's Club Privacy Policy (available at <https://corporate.samsclub.com/sams-club-privacy-policy>, which may be updated by Sam's Club from time to time).

VIII. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, IN NO EVENT WILL SAM'S CLUB, OR ITS DIRECTORS, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE TO YOU OR TO ANY OTHER PERSON, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL LOSSES OR DAMAGES, OR ANY OTHER LOSSES OR DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO YOUR MEMBERSHIP OR PARTICIPATION IN SAM'S CLUB SERVICES OR YOUR USE OF THE SITE, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THIS DISCLAIMER APPLIES TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION FAILURE, NETWORK OR SYSTEM OUTAGE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OF USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. SUBJECT TO THE FOREGOING, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO SAM'S CLUB ENTITY WILL BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE SITE AND YOUR MEMBERSHIP DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO SAM'S CLUB ENTITY WILL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY SELLER (INCLUDING ANY MARKETPLACE RETAILER), SHOPPER, OR OTHER USER OF THE SITE.

IX. Indemnification

You agree to defend (at Sam's Club option), indemnify, and hold Sam's Club harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from or related to your misuse of the Site or any breach by you of these Terms. Sam's Club reserves the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with Sam's Club if and as requested by Sam's Club in the defense and settlement of such matter.

X. Disputes & Arbitration; Applicable Law

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. Using or accessing the Site and/or enrolling as a Sam's Club Member constitutes your acceptance of this Arbitration provision. Please read it carefully as it provides that you and Sam's Club will waive

any right to file a lawsuit in court or participate in a class action for matters within the terms of the Arbitration provision. Sam's Club welcomes and encourages you to reach out to its Customer Service representatives regarding any issues or concerns you may have. This agreement does not in any way alter your ability to bring concerns to the attention of Sam's Club Customer Service at 888-746-7726, or visiting <http://help.samsclub.com/app/ask>.

A. Class Action Waiver and Agreement to Arbitrate

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND SAM'S CLUB, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT SAM'S CLUB AND YOU ARE EACH WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

B. Arbitration Process and Procedure

The arbitration will be administered by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the "JAMS Rules") and as modified by this agreement to arbitrate. The JAMS Rules, including instructions for bringing arbitration, are available on the JAMS website at <http://www.jamsadr.com/rules-streamlined-arbitration>. The Minimum Standards are available at <https://www.jamsadr.com/consumer-minimum-standards/>.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator. The arbitrator's decision will follow the terms of these Terms of Use and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms of Use, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms of Use will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

C. Applicable Law

These Terms will be governed by and construed under the laws of the United States (including federal arbitration law) and the State of California, without regard to conflicts of law principles.

XI. Termination

These Terms are effective unless and until terminated by either you or Sam's Club. You may terminate these Terms at any time, provided that you discontinue any further use of the Site and cancel your membership. We also may terminate these Terms at any time and may do so immediately without notice, and deny you access to the Site, if in our sole discretion you fail to comply with any term or provision of these Terms. Upon any termination of these Terms by either you or Sam's Club, you must promptly destroy all Materials and other Content downloaded or otherwise obtained from the Site, as well as all copies of such Content, whether made under these Terms or otherwise. The following sections survive termination of these Terms: Intellectual Property, User Ideas, Sam's Club Membership Terms and In-Store Purchases, Limitation of Liability, Indemnification, Disputes & Arbitration; Applicable Law.

XII. General

These Terms represent the complete agreement and understanding between you and Sam's Club and supersede all prior agreements and representations between the parties with respect to the subject matter of these Terms. These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Sam's Club. Headings used in these Terms are for reference purposes only and in no way define or limit the scope of the section. If any provision of these Terms is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable and the other terms of these Terms will remain in full force and effect. The failure of Sam's Club to act with respect to a breach of these Terms by you or others does not constitute a waiver and will not limit Sam's Club's rights with respect to such breach or any subsequent breaches. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms without restriction. Any use of the term "including" or variations thereof in these Terms shall be construed as if followed by the phrase "without limitation." Notices to you (including notices of changes to this these Terms) may be made via posting to the Site or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

XIII. Additional Terms

Sam's Club may from time to time and in its discretion incorporate additional terms to these Terms that govern specific benefits and programs related to Members. The following additional terms are incorporated by reference and govern your use of the Site and your Membership, as applicable:

- [Clubs, Site & Membership](#)
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- [Cash Rewards Program](#)
- [Cash Back Rewards on Sam's Club Mastercard](#)
- [Club Pickup](#)
- [Free Shipping](#)
- [Free Tire Repair](#)
- [Instant Savings](#)
- [Prescription Eyeglasses](#)
- [Prescriptions Program](#)
- [Satisfaction Guarantee](#)
- [Subscription Order Services](#)
- [Third-Party Service Subscription](#)
- [Scan and Go](#)

XIV. How to Contact Us

If you have any questions or comments, please contact us at <http://help.samsclub.com/app/ask>, by mail at 2101 SE Simple Savings Drive, Bentonville, AR 72716-0745, or by phone at 888-746-7726.

Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Cash Rewards Program Terms & Conditions

I. Introduction

The Sam's Club Cash Rewards program (the "Cash Rewards Program") is a membership benefit exclusively for U.S. Sam's Club Plus Members. The Cash Rewards Program allows Sam's Club Plus Members to earn Cash Rewards at Sam's Club locations on qualifying purchases, as set forth below and subject to change at Sam's Club discretion. Earned Cash Rewards are loaded on to the membership account at the end of each membership year (12-month period) and are then available for redemption as cash or store credit at Sam's Club locations.

Participation in the Cash Rewards Program is subject to these Terms and Conditions, the Sam's Club Membership Terms and Conditions and other Sam's Club rules and policies that may be applicable. Participation in Cash Rewards constitutes acceptance of these Cash Rewards Terms and Conditions.

All Sam's Club rules, including these Cash Rewards Terms and Conditions, may be amended from time to time without notice.

II. Earning Cash Rewards

- Sam's Club Plus Members earn 2% in Cash Rewards on qualifying pre-tax purchases minus any redeemed savings or other discounts during a membership year with a maximum reward of \$500 per membership per 12-month period. Cash Rewards are loaded onto the Sam's Club Plus Member account about two months before the end of the membership year.
- Returns for refund of qualified purchases are deducted from accrual of Cash Rewards.
- Only qualifying purchases made by the Primary Member or Complimentary Household Cardholder, in a Sam's Club facility located in the United States (excluding Puerto Rico) qualify for Cash Rewards. Sam's Club Add-On Members do not qualify to earn Cash Rewards for themselves or for their Primary Member. Sam's Club reserves the right to modify qualifying purchases as determined at Sam's Club discretion.
- Limit one Plus Membership per household or business.
- Sam's Club reserves the right to correct any errors it discovers resulting in changes to the Cash Rewards Program or to a Member's Cash Rewards balance.
- At the time Cash Rewards are earned and awarded, the Member must be an active Sam's Club Plus Member.

III. Cash Reward Exclusions

Cash Rewards are not earned for purchases of the following:

- Alcoholic Beverages
- Tobacco
- eCigarettes
- Fuel
- Milk
- Merchandise or services sold or provided on SamsClub.com website including those websites not hosted by Sam's Club.
- Auctions
- Gift Cards, including third party Gift Cards and eGift Cards
- Inventory, sales, or services belonging to or offered by third parties (including but not limited to travel, identity protection services, subscriptions, auto buying program, insurance, merchant credit card payment processing services, business payment solutions, etc.)
- Lottery tickets

- Membership
- Service contracts (example - mobile phone contracts)
- Pharmacy - prescriptions
- Photo Center
- Postage stamps
- Services and Labor (examples - delivery, tire installation, etc.)
- Taxes and fees (including sales tax, deposits, miscellaneous fees etc.)
- Service Plans

Cash Rewards cannot be earned where application of the Cash Rewards Program would be prohibited by law or regulation. Sam's Club reserves the right to add, modify or delete qualifying restrictions on product categories or products from the above list without notice.

IV. Maximum Balance of Cash Rewards

Whenever a total of earned Cash Rewards reaches \$2,000 ("Maximum Balance"), Cash Rewards will no longer accrue. A member must reduce the Maximum Balance (e.g. use for purchase or convert to cash) by redeeming earned Cash Rewards in order for Cash Rewards accrual to begin again. There is no retroactive credit of Cash Rewards earned for purchases made when a membership has reached the Maximum Balance.

V. Redeeming Cash Rewards

- Cash Rewards can be applied to purchases online, at any club, or in our mobile app, or redeem them for cash at a register.
- Only the Primary Member or Complimentary Household Cardholder on a Membership account may access and redeem the Cash Rewards loaded on the Membership account.
- Cash Rewards are non-transferable and non-assignable.
- Sam's Club reserves the right to require photo identification.

VI. Purchase and Rewards Balances

- After Cash Rewards are awarded, any remaining qualifying purchase balance will be rolled over to the next Membership year and accrue towards Cash Rewards the following year.
- If a Sam's Club Plus Membership is terminated, cancelled, downgraded to a lower level of Membership during the course of the Membership year, or revoked by Sam's Club, accrual of Cash Rewards for that year shall be forfeited.

- Sam's Club Plus Members that have terminated, cancelled, or not renewed their Memberships, or have downgraded to a lower level of Membership, but have already been awarded Cash Rewards from a previous Membership year, can collect those Cash Rewards at Club locations. Sam's Club Plus Members that cancel or do not renew their Memberships will have one (1) year to collect any previously awarded Cash Rewards at U.S. Sam's Club locations. Sam's Club reserves the right to issue a Sam's Club/Walmart gift card for any outstanding Cash Rewards balance after one (1) year.
- Outstanding Cash Rewards balances may be subject to state unclaimed property laws.

VII. Suspension of Program or Rewards

- Sam's Club reserves the right to amend, cancel or temporarily suspend the Cash Rewards Program, in whole or in part, or change any of these Cash Rewards Program Terms and Conditions at any time for any or no reason.
- Sam's Club reserves the right to suspend a Member's access to Cash Rewards and the Cash Rewards Program in the event of fraud, abuse of Cash Rewards Program privileges, or violations of the Cash Rewards Terms and Conditions, as determined in Sam's Club's sole discretion without notice to the Member. Such action may result in the forfeiture of Cash Rewards not yet redeemed.

Cash Back Rewards on Sam's Club® Mastercard® Terms & Conditions

Sam's Club® Mastercard® cardholders are eligible to earn cash back rewards on purchases made with their Sam's Club® Mastercard® account. Rewards apply to net card purchases, minus returns. Rewards percentages depend on the type of purchase made (5% for gas purchases at Gas Stations for up to the first \$6,000 in gas purchases each year and 1% thereafter; 3% for dining purchases and travel purchases, excluding warehouse clubs other than Sam's Club, and 1% for all other Eligible Purchases). Maximum of \$5,000 in Cash Back rewards can be earned in a calendar year. Cash back rewards are issued starting each February for the Cash Back earned during the previous calendar year. Cash back rewards are forfeited if the Sam's Club® Mastercard® account is not in good standing, is more than two months delinquent on the minimum payment, if the Sam's Club Membership terminates or lapses, or if the Cash Back earned in a calendar year is less than \$5.00. Cash back rewards will be automatically loaded onto your Sam's Club membership and may be redeemed only at a Sam's Club location or at [SamsClub.com](https://www.samsclub.com). See the "[How to Earn Cash Back with your Sam's Club® Mastercard®](#)" rewards program for details. Subject to credit approval.

The Sam's Club Mastercard is issued by Synchrony Bank pursuant to a license by Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

Club Pickup Terms & Conditions

I. Introduction

In a continuing effort to provide legendary member service and experience, Sam's Club offers Club Pickup services ("Club Pickup") for certain Members shopping on SamsClub.com. Participation is subject to these "Club Pickup Terms and Conditions." By participating in Club Pickup, you acknowledge that you have read these Club Pickup Terms and Conditions, understand them, and agree to be bound by them.

Participation in Club Pickup is subject to these Club Pickup Terms and Conditions, the Membership Terms and Conditions, the Website Terms and Conditions, and other Sam's Club rules and policies as may be applicable.

All Sam's Club rules, including these Club Pickup Terms and Conditions, may be amended from time to time without notice.

II. Club Pickup

- Club Pickup is a free service for certain Sam's Club Members that lets you order online at SamsClub.com and pick up your goods at any Sam's Club in the US or Puerto Rico.
- Simply place your order online at SamsClub.com, select a day and time that fits your schedule, and then pick up your items from the designated Sam's Club. Sam's Club reserves the right to limit the availability of Club Pickup and reserves the right to charge a restocking fee for orders not picked up on time or not picked up.
- We aim to have your goods ready at the Club Pickup time you selected when placing your order, but we do not guarantee that the goods will be ready on or by a certain date and time. Sam's Club will not be liable for not having the goods ready outside of the requested Club Pickup slot or for failing to provide all or any of the goods in your order.
- Not all items are eligible for Club Pickup. Eligible items will be noted online with the option "Pick up in Club."

Merchandise is subject to availability and is limited by the Sam's Club Merchandise Policy. If the item you requested is not available you will not be charged for that item. Select items require proof of age.

III. Pricing and Weighted Items

- All prices on SamsClub.com are shown in US dollars. Prices, unit prices (for weighted items), and available quantities may vary by Club and date.
- Club Pickup: Price or unit price will be determined at the time you provide payment information.
 - If you choose to pay for a Club Pickup order in-Club at the time of Club Pickup, the price or unit price (for weighted items) charged for each item will be based on the price at the time of Club

Pickup, and that price or unit price may be different from the online price at the time of order placement.

- If you pay in advance on SamsClub.com at the time of order placement, then the price or unit price of each item is determined by the online price at the time you place your order.
- In either case, the final price of fresh weighted items will be based on the applicable unit price and the quantity actually purchased.
- **Weighted Items:** For certain items, including fresh meat, home meal solutions, and some bakery and cheese products, your final price is based on the unit price at the time you provide payment information and the actual weight of the item you purchase. At the time of online order placement, you will select the desired quantity of an item and be shown a maximum price that will be charged for the item. In no event will the final price of the weighted item exceed the maximum price that was authorized at the time of order placement.
- See the [Instant Savings Terms and Conditions](#) for details about the applicability of Instant Savings to Club Pickup orders.

IV. Payment

Members can pay using any form of payment currently accepted for online purchases under the Membership Terms and Conditions.

V. Authorization Process

When you place an order, Sam's Club authorizes your credit or debit card to make sure sufficient funds are available. Also note that all credit/debit card holders are subject to validation checks by third parties and authorization by the card issuer. If the issuer of the card refuses to authorize payment or any other validation checks return adverse results, we will not accept your order. We will not be liable for non-processing of your order. Please contact your card issuer or your bank for the reason of refusal.

VI. Taxes

We are required by law to collect all taxes based on where your order is being processed. When you review your order total during the checkout process, you'll see the estimated sales tax. Actual taxes will be charged based on your delivery or pick up destination or the address from where the order is sourced, depending upon state and local laws. Taxes may be applied to pre-discounted prices depending on state and local laws.

VII. Order Cancellation

For Club Pickup, orders that are not picked up within the Club two days after the selected Club Pickup date will automatically be cancelled and items returned to inventory. If the Club Pickup order was prepaid, you will not be charged if the order is cancelled. However, Sam's Club reserves the right to charge a restocking fee for cancelled orders.

VIII. Miscellaneous Terms

Sam's Club reserves the right to amend, cancel or temporarily suspend these Club Pickup and Delivery Services, in whole or in part, or change any of these Club Pickup Terms and Conditions at any time for any or no reason.

Free Shipping Terms & Conditions

- Free Shipping for Plus Members: Plus Members with an active membership receive free shipping up to a total of ten (10) addresses on eligible online items denoted by a "Free Shipping for Plus" tag.
- Free Shipping for Club Members: Club Members with an active membership shipping to the contiguous U.S. receive free shipping up to a total of ten (10) addresses on all eligible online items denoted by a "Free Shipping" tag. Club Members shipping items to Alaska and Hawaii may receive discounted shipping costs on items denoted by a "Free Shipping" tag and those items may also incur a surcharge.
- If we inadvertently fail to charge for shipping and later discover that we should have done so, we will charge the card on file for the missed shipping charges.

Additional Limitations/Exclusions:

- Items that do not have a "Free Shipping" tag or a "Free Shipping for Plus" tag are not eligible for free shipping.
- Shipping is not available to US territories (i.e. Puerto Rico, Guam, the US Virgin Islands, etc.) and post office boxes.
- Free shipping is limited to ground shipping.
- Limited items are available for free shipping to Military APO/FPO addresses.
- Free shipping is available for online items only.
- Free shipping does not include delivery from Club locations.
- Free Shipping for Plus Members and Free Shipping for Club Members are not available on Sam's Club Auctions site.
- Free Shipping is not available for drop ship resellers. A drop ship reseller is someone who purchases products for the purpose of resale on a third-party site. Drop ship reseller purchases returned to Sam's Club as undeliverable due to an incorrect address will be refunded, less any applicable shipping fees.
- Sam's Club reserves the right to make changes to these terms and conditions at any time. Visit Free Shipping FAQs for additional information.

Free Tire Repair Terms & Conditions

Sam's Club offers free tire repair as a member benefit regardless of where the tire was purchased. In order for Sam's Club to provide repair, the tires must meet USTMA (U.S. Tire Manufacturers Association) guidelines for repair.

Instant Savings Terms & Conditions

You can receive a copy of the Instant Savings Book ("ISB") at any club while the ISB is active. The book is also available online at SamsClub.com but only while the ISB is active.

- Instant Savings help you save on items throughout the Club. Offers are automatically redeemed after you scan your Membership card and then scan an Instant Savings item.
- The types of offers you could receive range from dollar-off to percentage-off discounts on a wide variety of products and services available.
- Instant Savings are typically used once, however some offers allow for multiple redemptions. Check for the limit indicator in each Instant Savings description.
- Instant Savings offers may vary by club location and may not be available in all locations, online and/or to Puerto Rico cardholders.

How long do Instant Savings offers last:

- Instant Savings durations may vary.
- The Instant Savings available and expiration dates are listed beside the item on your account summary that can be viewed online, or with the Mobile App.
- Because these are special, limited-time and/or limited quantity offers, Instant Savings cannot be redeemed before the available date or after the expiration date.

Prescription Eyeglasses Terms & Conditions

Buy a complete pair of prescription eyeglasses (frames and lenses) at regular price and Sam's Club Plus Members receive 20% off the purchase. Valid prescription required. Offer applies to prescription eyeglasses and prescription sunglasses. Professional eye exam not included. This offer does not apply to individuals using vision insurance of any kind, including Medicaid or Medicare, for all or part of their purchase. This offer is non-transferable, may not be combined with other offers. Available in club only.

Prescription Program Terms & Conditions

Sam's Club Plus Member Prescription Program: Available only to Sam's Club Plus Members at Sam's Club Pharmacy locations. Not available on SamClub.com. Only quantity, formulation, and strength stated on the Sam's Club Drug list for Plus Members covered at the price listed (or free). See SamsClub.com/RxSavings for the list of drugs and pricing. Covered prescriptions could change. There will be an additional cost for quantities greater than listed quantity. Not available if listed prescription is part of a compound or to purchases submitted to any health benefit program, pharmacy benefit program, insurer, or state/federal government health care program. May not combine with other offers. Free drugs not available in CA, GA, HI, MA, MD, ME, MN, OK, PA, PR, SC, WI. Sam's Club Drug List price not available in Puerto Rico. Discount savings are based on the dispensing Sam's Club Pharmacy's regular retail cash price. Program pricing may be limited to in stock items by select manufacturers of a covered drug at the dispensing pharmacy. Taxes or other fees may apply. Other restrictions apply. Terms subject to change without notice. See SamsClub.com or your local Sam's Club Pharmacy for details.

Satisfaction Guarantee Terms & Conditions

A. Introduction

Sam's Club is committed to offering quality products and services at an exceptional value. Our goal is to ensure that our products and services meet or exceed your expectations on quality and performance and that you're satisfied with your Sam's Club membership. We do this through Sam's Club's 100% Membership Satisfaction Guarantee and 100% Merchandise Satisfaction Guarantee programs ("Guarantee Programs") available exclusively to current active members only. These Terms and Conditions ("Satisfaction Guarantee Terms and Conditions") explain the Guarantee Programs and set forth Sam's Club's return, exchange, and refund policies. No other agreement or guarantee will remove or waive the limitations and conditions for set forth in these Terms and Conditions. Any statements to the contrary are null and void unless agreed to in writing by an authorized officer of Sam's Club. Sam's Club reserves the right to discontinue any guarantee program or to update or modify these Terms and Conditions without notice to you.

Sam's Club shoppers are also subject to Membership Terms and Conditions and the policies and terms of other applicable Sam's Club programs, services, and promotions, all of which may change without notice.

B. General Terms

Sam's Club may limit or refuse requests for exchanges or refunds in the event of , fraud, abuse of privileges, or violations of these Satisfaction Guarantee Terms and Conditions, as determined in Sam's Club's sole discretion.

These Satisfaction Guarantee Terms and Conditions do not affect any manufacturer's warranty or requirements, limitations, or restrictions, which may vary by product. They also do not change any Member Services Benefits or Protection Plans. See specific Member Services Benefits information or Protection Plan information for details.

C. 100% Membership Satisfaction Guarantee

If at any time a member is unsatisfied with your Membership, let us know and we will cancel your membership and provide a refund of the amount paid for your current year Membership fee. There's a limit of one Plus Membership refund per member or business per year.

D. 100% Merchandise Satisfaction Guarantee

If you are not satisfied with the merchandise you purchased from Sam's Club, whether in-Club or online, we'll replace it or provide a refund in most cases. Some products have different policies, requirements and restrictions associated with them.

1. General Requirements and Restrictions

- **In-Club Purchases.** Purchases made at any Sam's Club location in the U.S. may be returned to any Sam's Club location in the U.S.
- **Online Purchases.** Most purchases made on SamsClub.com may be returned to any Sam's Club location in the U.S., through SamsClub.com or by calling the Member Service Center at 888-746-7726. Exceptions will be noted on the products item page and during the SamsClub.com checkout process.
 - **SamsClub.com.** To request a return through SamsClub.com, login and go to "My Account" then "Order History".
 - **Member Service Center.** To request a return by calling the Member Service Center at 888.746.7726, follow the prompts for "SamsClub.com" and "returns". Please have your order number available.
- **Membership Card or Photo ID.** You may be required to present your membership card and/or valid photo identification.
- **Receipts.** We prefer that you provide your original receipt or printed order, but if it is not available, we will do our best to process your return without it.
- **Product/Order Contents.** You may be required to return the product with all product/order contents including packaging (boxes, manuals, warranty cards, etc.), parts, accessories, etc. This includes any promotional gifts, gift/shopping cards provided with the purchase. Sam's Club reserves the right to deny the refund in full or provide a partial refund if only part of the purchase is returned.
- **Number of Returns and Time Period.** Sam's Club reserves the right to limit the number of returns and limit returns to items returned within a reasonable time period after purchase, as determined in Sam's Club's sole discretion.
- **Refunds/Credits.**
 - **Tender Type.** Certain restrictions and limitations may apply regarding the tender type (cash, credit, etc.) of the refund or credit.

- Purchases Returned to a Sam's Club Location. You will receive credit to the account that was charged at the time of purchase if at all possible. Otherwise, we may provide your refund on a Sam's Club Gift Card.
- Online Purchases Returned via SamsClub.com. You will receive credit to the account that was charged at the time of purchase for merchandise returned through the SamsClub.com process and this may take several weeks due to return shipping and processing time.
- Purchases via Government Funded Assistance Programs. Certain limitations and restrictions may apply to purchases using certain government funded assistance programs, including but not limited to, SNAP (Supplemental Nutrition Assistance Program) and WIC (Women, Infants and Children). Returns for items purchased under these programs must follow program requirements set forth by the government regulatory agency and applicable law. You may be required to exchange for the exact item being returned. All EBT (Electronic Benefit Transfer) refunds must be applied to the member's EBT card.
- Tax. Tax refunds are governed by local laws and may vary by location.
- Instant Savings/Promotions. If a purchase was made using Instant Savings or other promotions, refunds or credits will be calculated based on the price minus the Instant Savings amount or other promotional savings.
- Shipping/Delivery Charges. Shipping and delivery charges will be refunded or credited only if the return is a result of an error by Sam's Club or damaged during shipping.

2. Specific Products/Purchases

- Adult Beverages (Wine, Beer and Spirits). Returns of adult beverages are governed by local laws and may vary by location. Please contact your local club for more information.
- Auction Program Purchases.
 - Auctions Bulk/Volume Purchases via Samsclub.com A single order of five (5) units or; multiple orders (at least 5) of the same item within a 72 hour period; orders of two or more units that exceed \$1,000; or (50) orders within a rolling twelve (12) month period are considered "Volume Purchases". Volume Purchases cannot be returned, except in the case of manufacturer defects or damage. All damages must be submitted with photos to samsbulk@SamsClub.com within 72 hours after delivery. Sam's members who request orders to ship into a third party facility or to a freight forwarder are responsible for auditing and ensuring their orders arrive complete and free of damage.
 - Auctions Non-bulk purchases may be returned within 15 days for damaged and defective merchandise only by calling (888) 746-7726. Return of auction purchases cannot be returned online or in club.
- Automotive Batteries and Tires. Return requests for automotive batteries and tires should be made to the Tire and Battery Center in Sam's Club. For more information regarding warranties, refer to the information provided at the time of purchase or contact your club manager.

- Bulk/Volume Purchases in Club and via SamsClub.com. A single order of ten (10) units or more of the same item within a 24 hour period; multiple orders of ten (10) units or more of the same item within a 24 hour period; orders of two or more units that exceed \$10,000; or five hundred (500) orders within a rolling twelve (12) month period are considered "Volume Purchases". Volume Purchases cannot be returned, except in the case of manufacturer defects or damage. All damages must be submitted with photos to samsbulk@SamsClub.com within 72 hours after delivery for online purchases. Sam's members who request online orders to ship into a third party facility or to a freight forwarder are responsible for auditing and ensuring their orders arrive complete and free of damage.
- Cell Phones/Connected Devices. Mobile phones, tablets, other carrier connectable devices and similar consumer electronics must be returned within fourteen (14) days of purchase to the location where originally purchased. Details are in the contract you signed at the time of purchase.
- Cigarettes and Tobacco. Returns of cigarettes or tobacco may require supplier representative approval due to promotional incentives or previous agreements and must be returned to the Tobacco Center in the location where originally purchased.
- Computers, Laptops, Tablets & Smart Devices. Computers, laptops, tablets, smart watches and devices, personal electronic assistants, and other similar devices must be returned within ninety (90) days of purchase.
- Custom or Personalized Purchases. Returns of custom or personalized items, including some photo products, may not be returned.
- Other Electronic Items. All electronic items, such as drones, cameras, and gaming consoles, which are not otherwise referenced in this section, must be returned within ninety (90) days of purchase.
- Contact Lenses Purchased Online. Contact lenses are subject to the return requirements detailed at <http://www.samsclubcontacts.com/returns.asp>.
- Commercial Heavy Equipment. Vending machines, commercial cooking ranges and hood vents, ice machines, and other commercial equipment must be returned within thirty (30) days of original purchase and cannot be returned to a Club. Contact the Member Care Center at 888-746-7726 for more information.
- Eyeglasses and Contact Lenses Purchased in Clubs. Prescription eyewear must be returned to the Optical Center where originally purchased.
- Games and Software. Opened electronic games and software are only eligible for exchange of an identical product and only within 90 days of purchase.
- Gift Cards, Shopping Cards, and Pre-paid Cards. Gift cards, shopping cards and pre-paid cards are not returnable after purchase except due to manufacturer defects or as required by law.
- Hearing Aids. Hearing Aids must be returned to the Hearing Aid Center where originally purchased.

- Jewelry & Watches. Jewelry and watches must be returned to the Jewelry Counter.
- Mobile Sporting Goods. All Terrain Vehicles (ATVs), golf carts, go-karts, and all other electric or gasoline powered vehicles must be returned within thirty (30) days of purchase. The Member is responsible for the proper removal and disposal of any gasoline prior to returning. A gasoline purge certificate may be required.
- Movies and Music. Defective opened pre-recorded movies and music are eligible for exchange of identical product only within 90 days of purchase.
- Prescriptions. May not be returnable, please see a pharmacist at the Pharmacy where originally purchased for more information.
- Televisions. Televisions must be returned within ninety (90) days of purchase.
- Tickets. Tickets are not returnable after purchase.
- Wholesale Trading Purchases. Purchases made via the Sam's Club Wholesale Trading Program are not returnable.

Subscription Order Service Terms & Conditions

I. Introduction

These Subscription Order Service Terms and Conditions govern Sam's Club's Subscription Order Service. The Sam's Club Subscription Order Service allows Members to save time by subscribing online to have products shipped regularly on a schedule of the Member's choosing. By participating in the Subscription Order Service, you acknowledge that you have read these terms and conditions, understand them, and agree to be bound by them, and you further understand that you are authorizing an automatic, recurring charge to your chosen method of payment each time a Subscription Order is filled.

Participation in the Subscription Order Service is subject to these Subscription Order Service Terms and Conditions, the Membership Terms and Conditions, the Website Terms and Conditions, and other Sam's Club rules and policies as may be applicable. Participation in the Subscription Order Service constitutes acceptance of these Subscription Order Service Terms and Conditions.

All Sam's Club rules, including these Subscription Order Service Terms and Conditions, may be amended from time to time without notice.

For more information about starting a Subscription Order, or changing, pausing, or canceling a Subscription Order, go to [Learn more](#) page.

II. Sam's Club Membership or Guest Membership Required

Only current Sam's Club Members or Guest Members who have an online account, who have a current email address, and who are shipping to addresses in the 48 contiguous United States (excludes Puerto Rico, Guam, the US Virgin Islands, PO Boxes or to Military APO/FPO addresses) may place Subscription Orders.

III. Starting a Subscription

Subscription Orders are limited to items displayed on SamsClub.com that have a "Subscribe" link, which you may use to start a Subscription Order. Participation in the Subscription Orders Service may not be assigned or transferred.

IV. Processing Subscription Orders

If any problems arise with your Subscription Order, or with the shipping address or payment method associated with your order, and Sam's Club is unable to resolve the problem, we may notify you via e-mail using the address associated with your Membership or Guest Membership. It is important that you keep your information current with an accurate email address that you regularly check. If problems arise with your Subscription Order that Sam's Club cannot resolve, your order may be cancelled, and any future Subscription Orders may not be processed by Sam's Club until the problem has been resolved.

V. Accepted Payment Methods

Payment for Subscription Orders may be made in any form authorized under the Membership Terms and Conditions for online purchases, except that no gift cards, or debit cards are accepted for Subscription Orders.

VI. Subscription Order Billing

The total cost for each item charged to your designated payment method for each recurring Subscription Order will be the cost of the item on the day that the recurring order is filled rather than the day the original subscription order was placed, plus any applicable sales tax.

The charge for each Subscription Order shipment will be billed to the payment method used to create your Subscription Order account or other card on file. If we are unable to complete your Subscription Order, your order will be cancelled unless or until you update your payment method information. Please remember to update your payment method information as necessary to avoid delays or cancellations. Your Subscription Order will remain in effect until it is cancelled by you or Sam's Club, or if the order cannot be fulfilled.

VII. Low Inventory or Item Out of Stock

If Sam's Club no longer has the item you ordered in stock, you will be notified via the email associated with your Membership Account or Guest Membership. If Sam's Club does not have a sufficient number of the items to satisfy your order, it reserves the right to make a partial shipment based on the amounts available.

VIII. Changing, Canceling, or Skipping Subscription Orders

If you choose to enroll in a Subscription Order, you will continue to receive your order until you cancel your Subscription Order. After you have created a Subscription Order, you can change, cancel, or skip your Subscription Order in My Subscription page. From there you can modify your shipping address, change the delivery frequency, update your payment method, or pause or resume an order.

You will receive a Subscription Order reminder email prior to your order being shipped. The email will contain information on how to change or cancel your Subscription Order, or you can make the changes via your Order History page. Any changes made by you to your Subscription Order will take effect with your next scheduled delivery, but these changes made by you to your Subscription Order must be made prior to 5 p.m. EST on the Sunday prior to the date your next order will be placed to be effective for your next order.

IX. Returns

All returns of Subscription Orders are subject to the Sam's Club Return Policy available [here](#).

X. Shipping and Delivery

Shipping and Delivery prices and timelines may vary on shipping location and is subject to the Shipping and Delivery prices and timelines in effect at the time of shipment for each Subscription Order.

XI. Termination and Interruptions

- Sam's Club reserves the right to amend, cancel or temporarily suspend the Subscription Order Service, in whole or in part, or change any of these Subscription Order Service Terms and Conditions at any time for any or no reason. If this occurs, you will only be charged for orders that have been shipped to you.
- Sam's Club will not be liable for any interruptions to the Subscription Order Service. We aim to have your goods ordered, shipped, and delivered per your Subscription Order schedule, but we do not guarantee that Subscription Orders will be processed and delivered on or by any date.

Scan and Go Terms & Conditions

I. Introduction

The Sam's Club Scan & Go App ("SNG App") is designed to allow users to use their smartphones to scan items for purchase in participating Sam's Clubs and skip long checkout lines. Use of the SNG App is subject to these SNG App Terms and Conditions. By using the SNG App, you agree that you have read, understood, and accepted the Terms and Conditions and consent to be bound by them.

In addition to these Terms, use of the SNG App is subject to the Terms and Conditions of SamsClub.com, which are available [here](#). All information provided by users of the SNG App will be controlled by the Sam's Club Privacy Policy, which is available [here](#) and incorporated by reference. Additional relevant terms, including but not limited to Membership Terms and Conditions, Instant Savings Terms and Conditions, Cash Rewards Terms and Conditions, also apply and are available [here](#).

All Sam's Club rules, including these SNG App Terms and Conditions, may be amended from time to time without notice. In addition, Sam's Club may alter, suspend, or terminate use of the SNG App at any time at its discretion without notice to the user.

II. Accessing and Using the SNG App

- The SNG App is designed to allow Members to use their smartphones to scan items for purchase in participating Sam's Clubs and skip long checkout lines. To use the SNG App, open the app and scan each item's barcode, or if there is no barcode, the app will use computer vision and AI technology to recognize the products scanned. If the app is unable to automatically determine the item, please look up the item in the SNG App. Please note that images of scanned items may be retained by Sam's Club to improve our software. When shopping is complete, check out and pay for purchases in the SNG App with an accepted form of payment, and show the receipt from your phone on the way out.
- For certain large SNG App purchases, you will be asked to confirm your payment method and identity with a Sam's Club associate located at the Club exit by presenting the credit card used for the transaction and a government-issued photo identification. If you are unable or unwilling to do so, you must pay for your purchase using traditional check-out methods. Please consult your Club for further details.
- Some items such as alcohol, tobacco, non pre-activated gift cards, tires, car batteries, hearing center items, R-rated movies and games, prescriptions and some harsh chemicals cannot be purchased using the SNG App.
- Sam's Club reserves the right to prohibit any individual from using the SNG App for any reason, including for: (1) violating any of these Terms and Conditions, (2) acting in a manner inconsistent with applicable laws, regulations, ordinances or these Terms and Conditions, (3) engaging in any misconduct or wrongdoing in connection with the SNG App, or (4) engaging in any fraudulent or inappropriate acts through the SNG App.
- The SNG App is designed to be used on the user's personal smartphone with internet access. Sam's Club is not responsible for any data usage charges, service plans, fees, taxes or other charges related to your smartphone you may incur in connection with using the SNG App.
- Sam's Club is not responsible for: (a) any inability to use the SNG App; (b) any delay in receiving information from the SNG App; (c) any acts or omissions of third parties; or (d) any errors in relation to the messages provided by the SNG App, including, without limitation, any pricing or typographical errors, errors of description, or errors regarding advertised prices.

- Support requests, as well as questions, complaints, or claims regarding the SNG App, may be directed to Sam's Club Customer Support, at 1 888 746 7726.

III. License Grant and Use Restrictions

- The SNG App, including software embedded in the SNG App, is licensed, not sold, to you by Sam's Club only under these Terms and Conditions, and Sam's Club reserves all rights not expressly granted to you.
- Sam's Club does not own the media or device on which the SNG App is recorded or stored, but Sam's Club and its licensors retain ownership of the SNG App itself and any images of items scanned by the app.
- The SNG App is available only for supported devices, and is not available for all devices. Please check Sam's Club to determine whether a specific device-software combination is supported by the App. You may not use the SNG App on devices that are not supported.
- You may not distribute or make the SNG App available over a network where it could be used by multiple devices at the same time. You may not sell, resell, rent, lease, lend, redistribute, sublicense, or otherwise make the SNG App available.
- With respect to updates to the App that Sam's Club may make available for download, these Terms and Conditions allow you to download such SNG App updates to update or restore the SNG App on any supported device.

IV. Copyright

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